



Commonwealth of Kentucky

SOLICITATION

TITLE: Coal Education Grants FY2010

DATE ISSUED

2009-05-15

SOLICITATION CLOSSES

Date: 2009-06-15

Time: 16:30:00

SOLICITATION NO.

RFP 127 0900001830

**I
S
S
U
E
D

B
Y**

500 MERO ST, 12th FL CPT
Donna Norton

**A
D
D
R
E
S
S

T
O**

**Please see the Terms and Conditions
For Information on where to submit
Your Bid/Proposal.**

**V
E
N
D
O
R**

Name:
Address:
City, State Zip Code:
Phone #:
Email Address:
Contact Name:
Contact Email:
Vendor Customer (VC) #:

**R
E
M
I
T

T
O**

Name:
Address:
City, State Zip Code:
Phone #:
Email Address:
Contact Name:
Contact Email:
Vendor Customer (VC) #:

FOR INFORMATION CALL:

Donna Norton
502-564-7192

ONLINE BIDDING PROHIBITED

Yes

OWNERSHIP TYPE:

☐ Sole Proprietorship ☐ Partnership ☐ Corporation

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY
FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
------	----------------	----------	----------	------------	-----------	----------------------------

1 Coal Education Grants

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
-----------	------------------	--------------	---------	------------

91841 Energy Conservation Consulting

Extended Description

B I L T O	Energy and Enviroment Cabinet			S H I P T O	Energy and Enviroment Cabinet		
	Dept for Energy Development and Independence				Dept for Energy Development and Independence		
	12th FL 500 MERO STREET				12th FL 500 MERO STREET		
	CAPITAL PLAZA TOWER, 12TH FLOO				CAPITAL PLAZA TOWER, 12TH FLOO		
	FRANKFORT	KY	40601		FRANKFORT	KY	40601
	US				US		

Evaluation Criteria			
The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)

Experience with Similar Projects 20

Relevance to Energy Goals of
Kentucky's 7-Point Strategy 30

Personnel & Management 25

Funds requested relative to total
project costs 25

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 4 of 15
------------	--------------------------------	---	-------------------------------

Request for Proposals
Kentucky Coal Education Program
May 15 – June 15, 2009

Section 1 – Background on the Department of Energy Development and Independence

In accordance with Kentucky Revised Statutes Chapter 152.712, the Department for Energy Development and Independence (DEDI) oversees the development and implementation of Kentucky's comprehensive energy strategy, outlined in *Intelligent Energy Choices for Kentucky's Future: Kentucky's 7-Point Strategy for Energy Independence*. See this link for a copy of the plan:
<http://www.energy.ky.gov/energyplan2008/>.

The DEDI strives to enhance the economic opportunities and benefits to Kentucky citizens and industry through expansion of current markets and the development of market opportunities for Kentucky coal, natural gas, petroleum, oil shale, tar sands, liquid and gaseous fuels from coal, and chemicals from coal.

To the extent funding is available the DEDI administers grant programs to support energy-related research, development, and demonstration, including the support of multi-state cooperative regional partnerships and research initiatives.

The DEDI strives to implement programs for the development, conservation, and utilization of energy in a manner to meet essential human needs while maintaining the Kentucky economy at the highest feasible level.

The DEDI enters into agreements, administers grant programs, and serves as a liaison with the federal government and other states in matters relating to energy.

The DEDI uses state funding as a match for federal or private funding to increase the resources available to support energy research and development.

The DEDI explores and develops regional partnerships and cooperative research initiatives with other states and governmental entities to enhance resources available for energy research and development.

Section 2 – Description of Funding

KRS 132.020(5) provides that \$400,000 from the un-mined minerals tax collected each year shall be credited to the Energy and Environment Cabinet for the purpose of public education of coal-related issues.

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 5 of 15
------------	--------------------------------	---	-------------------------

Section 3 - Description of Eligible Projects

Proposals are sought from **nonprofit entities** having qualifications and experience in successfully conducting programs or activities for the purpose of public education of coal-related issues.

The successful respondent to this solicitation will have experience in developing and implementing projects relating to the historical and cultural significance of Kentucky coal and its impacts on energy, our economy, and the environment. Respondents will also demonstrate the capacity to offer educational programs and/or outreach activities.

Section 4 - Areas of Emphasis

A. For this Request for Proposals, the cabinet is encouraging proposals targeted at producing coal industry maps for the western and eastern coalfields. In the past, the cabinet has produced these maps in-house. Current maps can be viewed on-line at:

<http://kgsweb.uky.edu/PubsSearching/PubResults.asp?pubSubject=coal&searchtype=pubsubject#17247>

Interested parties should examine the links to the following publications:

“Western Kentucky Coal Industry, Mines, Rail Loading Facilities, Preparation Plants, River Terminals, and Electric Power Plants” and

“Eastern Kentucky Coal Industry, Mines, Rail Loading Facilities, Preparation Plants, and River Terminals.”

B. The cabinet is also encouraging proposals targeted at producing a video documentary examining the historical and cultural significance of Kentucky coal and the future of coal mining in Kentucky. This production would provide a balanced discussion on the impact of coal with respect to Kentucky’s energy, economy, and environment.

Section 5 - Proposal Requirements

Offerors shall submit a detailed project plan for developing or implementing a coal-related education project. The plan shall include the following:

-Evidence of the offeror’s status as a not-for-profit entity;

-A narrative description of the offeror’s plan for developing or implementing a coal education project including the target audience or participants in the project and the expected numbers of persons who will participate in or be educated or informed by the project, directly and indirectly. The narrative shall include a list of tasks to be performed and a description of how each task will be accomplished. The narrative shall also include

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 6 of 15
------------	--------------------------------	---	-------------------------------

the following:

- A detailed schedule for implementing the project;
- Identification of project deliverables;
- Resumes of persons who will be involved in the project and a description of the ways and degrees in which they will be involved;
- A detailed budget for each task, including but not limited to personnel charges, fringe benefits, materials, and travel;
- Available funding committed from sources other than these coal education funds;
- A required affidavit for bidders or offerors (completed, signed and notarized):

https://eprocurement.ky.gov/NR/ronlyres/44B49391-74C7-4F67-BEBD-0C7B36DE2D21/0/Attachment_2.doc.

Section 6 - Criteria for Selection

An ad-hoc committee representative of the education, energy, and environment sectors will provide advice on selection of projects and allocating of funds. Proposals will be evaluated in terms of the following:

- Amount of funding or time and effort committed to the project by sources other than state funds;
- Demonstration of the feasibility of the project;
- Demonstration of the project's ability to communicate coal-related matters as described in Section 2 of this RFP;
- Clear definition of responsibilities, timelines, and milestones for accomplishing the project tasks;
- Commitment to regular and timely reporting of progress and expenditures;
- Qualifications of project managers and personnel;
- Demonstration of commitment of key managers and personnel to the project.
- Anticipated impact and outcome of the project.

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 7 of 15
------------	--------------------------------	---	-------------------------

Section 7 - Relative Importance of Particular Qualifications

After determining that a proposal includes all required information and data, the cabinet will evaluate the proposal based on the following criteria:

-Funds requested relative to total project costs and offeror time and effort committed to the project;	25 Points
-Experience with similar projects	20 Points
-Personnel and management	25 Points
-Relevance to the energy goals in Kentucky's 7-Point Strategy	30 Points

Section 8 - General Information

Respondents are advised that any grants awarded under this RFP must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective. The Energy and Environment Cabinet reserves the right to cancel this RFP at any time for any reason. Any grants awarded from this RFP are invalid until properly approved and executed by the Finance and Administration Cabinet.

All grants awarded resulting from this RFP will terminate on **June 30, 2010**. Proposals should be structured to be completed by this date.

Proposals submitted against this RFP must be received in hardcopy form no later than **June 15, 2009 at 4:30 p.m. Eastern Time**. Proposals that arrive after this date and time will not be considered.

Respondents shall submit one original and three copies of the proposal in hardcopy form, marked "Kentucky Coal Education Project" to the following address:

Energy and Environment Cabinet
Department for Energy Development and Independence
12th Floor, Capital Plaza Tower
500 Mero Street
Frankfort, KY 40601
Attention: Donna Norton

PSC Standard Terms and Conditions

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 8 of 15
------------	--------------------------------	---	-------------------------------

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Effective Date:

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Government Commission Government Contract Review Committee ("LRC").

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Renewals:

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 *et seq.*, where applicable.

Choice of Law and Forum:

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 9 of 15
------------	--------------------------------	---	-------------------------

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Authorized to do Business in Kentucky:

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

Invoices for fees:

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

Travel expenses, if authorized:

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

Other expenses, if authorized herein:

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The contractor shall

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 10 of 15
------------	--------------------------------	---	-------------------------

maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

- ✂ Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.
- ✂ Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.
- ✂ Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

Purchasing and specifications:

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles:

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Campaign finance:

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 11 of 15
------------	--------------------------------	---	-------------------------

to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Certification:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". The contractor, as defined in KRS 45A.030(9), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

Protest

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet.

A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 12 of 15
------------	--------------------------------	---	--------------------------------

Jonathan Miller, Secretary

Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601
Phone #: (502) 564-4240
Fax #: (502) 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Social security: (check one)

_____ the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ the parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Violation of tax and employment laws:

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 13 of 15
------------	--------------------------------	---	-------------------------

following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 14 of 15
------------	--------------------------------	---	--------------------------------

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action

0900001830	Document Phase Final	Document Description Coal Education Grants FY2010	Page 15 of 15
------------	--------------------------------	---	----------------------------

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.